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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES**

Division of Arts, Division of Historical Resources,
Division of Libraries, Film and Television Office
Office of Curatorial Services

*American Canadian French Cultural Exchange Commission,
Administratively Attached*

Van McLeod, Commissioner



January 7, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

*100% Conservation Plate
Funds*

REQUESTED ACTION

The Department of Cultural Resources, Division of Historical Resources, respectfully requests permission to award Conservation Number Plate Grant to Town of Wolfeboro (vendor #177500) in the amount of \$10,000.00 effective upon Governor and Council approval through November 30, 2014. Other Funds are available in 01-34-34-340010-6999000-054-500527

EXPLANATION

Pursuant to RSA 261:97-c Conservation Number Plate Funds are used to promote the use and conservation of cultural resources in New Hampshire and to preserve the cultural heritage that belongs to all New Hampshire citizens by providing for the preservation of publicly-owned historic properties.

Brewster Memorial Hall (a.k.a. Wolfeboro Town Hall) is a c.1888 Romanesque Revival Style town hall building with an iconic clock tower. The 101 foot clock tower is visible from many vantage points including Wolfeboro Bay on Lake Winnepesaukee and its faces appear to be original, with painting and re-gilding documented back to 1910. The tower houses a bell made by Paul Revere, which rings every hour, but the clock face is in disrepair. This grant from the Conservation License Plate program will allow the repair and paint of the bezel molding and lower corners of the clock face, new numerals and clock hands constructed to match the original E. Howard design.

Respectfully submitted,

Van McLeod
Commissioner

New Hampshire Division of Historical Resources

This agreement between the State of New Hampshire, Division of Historical Resources (hereinafter "DHR") and **Town of Wolfeboro** (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

1. GRANT PERIOD: November 30, 2012 – November 30-2014
2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept \$10,000. and apply it to the project(s) described in the grant application and approved budget referenced above. In the performance of this grant agreement the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.

As required by the Conservation License Plate Grant Program and the DHR, Grantee agrees to prominently place a DHR provided grant information sign on site or within the community throughout the project funded by this grant, and to acknowledge support of the DHR and the Conservation License Plate Program on any materials promoting the project.

The Grantee agrees to abide by the limitations, conditions and procedure outlined herein and in the attached appendices. If appropriated funds for this grants program are reduced or terminated, all payments under this grant shall cease.

3. PAYMENT of 50% will be made following review by the NH Attorney General's Office and Governor and Council. Payment of the final 50% will be made upon receipt and approval of the final report documentation.
4. FINAL REPORT: The Grantee agrees to submit a narrative report of progress at the six month point in the grant period. The Grantee agrees to submit a final financial and project report in a format provided by the DHR, no more than 30 days after the end of the grant period.
5. SOVERIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.

DIVISION HISTORICAL RESOURCES

Elizabeth Muzzey 12/4/12
Elizabeth Muzzey, Director/SHPO Date

GRANTEE

Name Town of Wolfeboro
Address P.O. Box 629
Wolfeboro, NH 03894

[Signature] 11-7-12
Authorized Signature Date

Approved as to form, substance and execution:

[Signature] 12-24-12
Office of Attorney General Date

STATE OF NEW HAMPSHIRE, COUNTY OF

The foregoing statement was acknowledged before me
this 7th day of November 20 12

[Signature]
Signature of Notary Public Commission Expires

ANNE C. MARBLE
Notary Public - New Hampshire
My Commission Expires December 8, 2015

CERTIFICATE FOR MUNICIPALITIES

I (insert name) Patricia M. Waterman of (insert Municipality name), Town of Wolfeboro, do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality:
3. I am duly authorized to issue certificates with respect to the contents of such books:
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date (insert meeting date) November 7, 2012

RESOLVED: That this municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Cultural Resources providing for the performance by this Municipality of certain services as documented within the foregoing grant application, and that the official listed, (document the title of the official authorizing the grant, and document the name of the individual filling that position) Town Manager, on behalf of this Municipality, is authorized and directed to enter into the said grant agreement with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated:

Municipality Manager David W. Owen

Municipality Clerk: Patricia M. Waterman

Municipality Treasurer: John Burt

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) November 8, 2012

Clerk/Secretary (signature) Patricia M. Waterman

In the State and County of: (State and County names) New Hampshire, Carroll County

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire, County of: Carroll

UPON THIS DATE (insert full date) 11/8/12, appeared before me (print full name of notary)

Anne C. Marble, the undersigned officer personally appeared (Insert officers name) Patricia M. Waterman who acknowledged him/herself to be (Insert the name of municipality) Town of Wolfeboro and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality

In witness whereof I hereunto set my hand and official seal. (provide signature, seal and expiration of commission)

ANNE C. MARBLE
Notary Public - New Hampshire
My Commission Expires December 8, 2015

Anne C Marble

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	Member Number:	Company Affording Coverage:
Town Of Wolfeboro 84 South Main Street PO Box 629 Wolfeboro, NH 03894	331	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
X General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	7/1/2012	7/1/2013	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	
X Automobile Liability Deductible Comp and Coll: \$1,000 ☐ Any auto	7/1/2012	7/1/2013	Combined Single Limit (Each Accident) Aggregate	\$5,000,000
X Workers' Compensation & Employers' Liability	1/1/2012	1/1/2013	X Statutory	
			Each Accident	\$2,000,000
			Disease — Each Employee	\$2,000,000
			Disease — Policy Limit	\$
X Property (Special Risk includes Fire and Theft)	7/1/2012	7/1/2013	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: 1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Division of Historical Resources 19 Pillsbury St Concord, NH 03301			By: Tammy Denver
			Date: 11/27/2012 tdenver@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax